

LLB
SECOND SEMESTER
SPECIAL CONTRACT
LLB – 202 [REPEAT]
[USE OMR FOR OBJECTIVE PART]

**SET
A**

Duration: 3 hrs.

Full Marks: 70

Time: 30 min.

(Objective)

Marks: 20

Choose the correct answer from the following:

1×20=20

1. Indemnifier is a person who promises indemnified to save him from losses caused to him by the conduct of:
 - a. Indemnifier
 - b. third party
 - c. indemnifier or third party
 - d. indemnity holder
2. Seller means a person:
 - a. Who sells or agrees to sell goods
 - b. Who only sell goods
 - c. Who only agrees to sell goods
 - d. None of the above
3. The word "property" in the Sale of Goods Act means:
 - a. subject matter
 - b. ownership
 - c. movable Goods
 - d. immovable goods
4. Which Section of the Indian Contract Act defines Sub- agent?
 - a. Section 191
 - b. Section 194
 - c. Section 200
 - d. Section 184
5. General Lien can be exercised by:
 - a. Banker
 - b. Wharfinger
 - c. Factor
 - d. All of the above
6. A hires a car in Guwahati from B expressly to march to Meghalaya. A rides with due care, but marches to Kashmir instead. The horse accidentally falls and is injured.
 - a. A is not liable
 - b. B will be liable
 - c. A is liable to make compensation to B
 - d. A is liable to make compensation to B as due amount of care is not taken
7. A delivers his mobile phone to B for repairing. Here, B is a:
 - a. Bailor
 - b. Bailee
 - c. Pledgee
 - d. Pawnor
8. If no provision is made in the agreement regarding the duration of partnership, the partnership is called:
 - a. Limited partnership
 - b. Particular Partnership
 - c. Partnership at will
 - d. None of the above

9. Bailment without rewards is called:
- Pledge
 - Hire
 - Gratuitous Bailment
 - All of the above
10. In a partnership firm, the difference of opinion over some 'fundamental matter' can be settled by:
- All the partners
 - Majority of partners
 - Senior partners
 - Managing partner
11. It is duty of every partner to act within the scope of:
- Actual authority
 - Implied authority
 - Both (a) and (b)
 - Only (b)
12. In the death of a partner, public notice of death is not given and the firm continues the business, then for the acts of firm done after his death, the estate of the deceased partner is:
- Liable
 - Not liable
 - Treated as security
 - Proportionately liable.
13. A retiring partners has the right to carry on a business competing with that of the firm, but he cannot
- Use firm's name
 - Represent himself to be a partner
 - Solicit firm's existing customers
 - All of these
14. Prior to the Indian Partnership Act, 1932 which came into force from 1 October, 1932 except section 69 which came into force from 1 October, 1933, the law of partnership was provided in:
- Sale of Goods Act, 1930
 - Indian Contract Act, 1872
 - Transfer of Property Act, 1908
 - English Partnership Act, 1890.
15. What is the minimum partner requirement to start a partnership firm?
- 2
 - 4
 - 10
 - 11
16. Liability of the surety is:
- conditional on default
 - can be conditional and can be independent
 - independent of default
 - either (a) or (b)
17. Which Section of the Sale of Goods Act define 'Mercantile agent'?
- Section 2(9)
 - Section 6(11)
 - Section 4
 - Section 8
18. A person employed to do any act for another or to represent another in dealing with a third person is called:
- Principal
 - Agent
 - Employor
 - None of these

19. Caveat Emptor means:
- a. Let the seller beware
 - b. Let the buyer beware
 - c. Let the parties beware
 - d. Let the owner beware
20. Which of the following statement is incorrect?
- a. A person who receives the profits is always a partner
 - b. A person who receives the profits is not necessarily a partner
 - c. The true test of partnership is the mutual agency i.e., agency relationship among partners
 - d. The partnership comes into existence only by an agreement

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(Descriptive)

Time : 2 hrs. 30 min.

Marks : 50

[Answer question no.1 & any four (4) from the rest]

1. Who is a surety? What are the grounds by which a surety may be discharge from his liability? 3+7=10
2. What do you mean by Contact of Bailment? Explain the duties of Bailee in a contract of bailment with the help of illustrations. 3+7=10
3. Who is an unpaid seller? What are the rights of an unpaid seller recognised under the Sale of Goods Act? 3+7=10
4. Discuss the different laws by which a partner may cease to be a partner. What are the rights of an outgoing partner? 5+5=10
5. Define Partnership. What are the essentials of a Partnership provided under the Indian Partnership Act, 1932? 3+7=10
6. What do you mean by termination of contract of agency? Discuss the various modes of termination of an agency? 2+8=10
7. "Surety's Liability is co-extensive with that of Principal Debtor, unless it is otherwise provided by the contract". Explain? 10
8. Write note on: 5+5=10
 - a. Implied conditions in a contract of sale of goods
 - b. Incoming Partner

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